



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
SAM0703

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
BUTCH CHITTUM 304-558-8806

RFQ COPY
TYPE NAME/ADDRESS HERE

Caron East, Inc
6801 MUD River Road
Barboursville, WV 25504

WV STATEWIDE ADDRESSING
AND MAPPING BOARD
GREENBROOKE BLDG SUITE 201A
1124 SMITH STREET
CHARLESTON, WV
25301 304-558-4218

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/24/2007	Net 30 Days	Delivered	Final Dest	N/A

BID OPENING DATE: 05/10/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	60	EA		725-78	2350	141,000
GPS RECEIVERS, SOFTWARE, AND ACCESSORIES						
HAND HELD GLOBAL POSITIONING SYSTEM (GPS) RECEIVERS, SOFTWARE, AND ACCESSORIES AS PER THE ATTACHED.						
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.						
UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						
RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30)						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Christy W. Re...</i>	(301) 724-4490	5/9/2007
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Sales Rep	52-1633407	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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<p>DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES</p>						

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<i>Chad W. R...</i>	(301) 724-4490	5/9/2007
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FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.						
THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.						
REV. 04/11/2001						
EXHIBIT 4						
LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.						
REV. 3/88						
PRICE ADJUSTMENTS WILL BE CONSIDERED AT TIME OF RENEWAL IN ACCORDANCE WITH THE FOLLOWING.						
EXHIBIT 6						
PRICE ADJUSTMENT PROVISION:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TITLE	FEN	TELEPHONE	DATE
<i>Christy W. Roberts</i>	Sales Rep	52-1633407	(301) 724-4490	5/9/2007
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<p>THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RA MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATION IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Christ W. R.</i>	(301) 724-4490	5/9/2007
TITLE	FEN	ADDRESS CHANGES TO BE NOTED ABOVE
Sales Rep	5211633407	

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<p>MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY FOR ORDERS THAT ARE LESS THAN \$2,500 AS A CONDITION OF AWARD.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>(X) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>Chris W...</i>		TELEPHONE		DATE		
TITLE <i>Sales Rep</i>		(301) 724-4490		5/9/2007		
FON 52-1633407		ADDRESS CHANGES TO BE NOTED ABOVE				

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BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.						
B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:						
(P) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;						
OR						
() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.						
BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Chris W. R...</i>	(301) 2724-4490	5/9/2007
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BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.

UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.

BIDDER: Christopher W. Robson
DATE: May 9, 2007
SIGNED: Christ W. Rob
TITLE: Sales Rep

* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B".
(REV. 12/00)

SIGNATURE <u>Christ W. Rob</u>		SEE REVERSE SIDE FOR TERMS AND CONDITIONS	
TITLE <u>Sales Rep</u>	FEN <u>52-1633407</u>	TELEPHONE <u>(301) 724-4490</u>	DATE <u>5/9/2007</u>
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<p align="center">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----BUTCH CHITTUM 44-----</p> <p>RFQ. NO.:-----SAM0703-----</p> <p>BID OPENING DATE:---05/10/2007---</p> <p>BID OPENING TIME:-- 1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p align="center">(304) 724-6139</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>Chris W. Rison</i>		TELEPHONE (301) 724-4490		DATE 5/9/2007		
TITLE Sales Rep		FAX 52-1633407		ADDRESS CHANGES TO BE NOTED ABOVE		

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***** THIS IS THE END OF RFQ SAM0703 ***** TOTAL: 141,000						

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<i>[Signature]</i>	(301) 724-4490	5/9/2007
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Section 1. Introduction

The West Virginia Addressing and Mapping Board (WVSAMB or Board) is requesting bid quotations for the procurement of a minimum of sixty (60) hand-held mapping grade Global Positioning System (GPS) receivers.

The Board is soliciting bids for integrated hand-held Global Positioning System (GPS) receivers and related equipment on behalf of West Virginia county 9-1-1 offices. The GPS equipment will be used by county 9-1-1 offices for base-map maintenance related to Enhanced 9-1-1 dispatch services in the counties. The requested GPS equipment will also allow the counties to perform work necessary to accelerate completion of the project, such as conducting spatially accurate on-site mapping of streets, landmarks, structures, and other features for input into the statewide addressing system in an easy-to-use, rapid method.

The Board, upon the technical recommendation of the Board's Project Management (PM) team, has procured a statewide, unlimited use license of Acquis ADE Mobile mapping software for use in data collection and web-based data input into the statewide database management system. The vendor **must** confirm in writing that the requested GPS unit is fully compatible, integrated and tested for use with the Acquis ADE Mobile software. The PM Team will install copies of the Acquis ADE Mobile software onto the requested GPS units.

NOTE: The successful GPS vendor is *not* responsible for installation of the Acquis ADE software onto the requested GPS units.

The requested GPS equipment **must** be compatible with the existing Oracle-based Statewide Addressing and Mapping System (SAMS) and **must** be able to use the Acquis ADE Mobile software that is being implemented for the long-term maintenance of the statewide addressing and mapping system.

NOTE: Prior to award, the lowest responsible bidder may be required to demonstrate the GPS unit, verifying all mandatory requirements have been met, at a meeting in the Charleston area. Time and place shall be determined by the Board.

Section 2. Technical Specifications

The West Virginia Statewide Addressing and Mapping Board (WVSAMB) requests quotations for a minimum of sixty (60) handheld mobile GPS Units with the following *minimum mandatory* specifications and components.

NOTE: The vendor may propose alternative "or equal" specifications that meet or exceed those described.

2.1. GPS General Physical Characteristics

- a. Integrated SBAS receiver with real-time / sub meter (3 ft) accuracy
- b. 200 MHz processor
- c. 128 MB memory
- d. 1 GB upgradeable non-volatile Flash data storage
- e. SD card slot
- f. Color display, daylight readable

- g. Ergonomic cable-free design
- h. Shock, dirt and water-resistant housing
- i. Removable, internally rechargeable battery w/ 8 hours run-time
- j. Bluetooth wireless or 802.11b wireless LAN
- k. PC connectivity (USB or ethernet)
- l. Vehicle power adapter
- m. External power cord

2.2. GPS Compatible Software

- a. Microsoft Windows CE .NET 4.2 (OR EQUAL) or later.
- b. Latest compatible versions of Microsoft ActiveSync®, Windows Explorer, Internet Explorer, Windows® Media, Microsoft Office file viewers.
- c. All GPS utilities software and firmware applicable to the unit being ordered.
- d. Compatibility with Java applications, primarily Acquis ADE Mobile software (installed separately)

2.3. GPS Accessories

- a. Weather resistant external magnetic antenna
- b. Input/Output connector for external ports
- c. User manual
- d. Hand strap
- e. Pouch
- f. Stylus kit

2.4. Other Technical Specifications

- a. Vendor shall supply a technical data sheet for the proposed device

Section 3. Delivery

Prior to award, vendor must supply a written guarantee that delivery of the first 60 GPS units will be made to the agency within 30 days of receipt of purchase order.

Section 4. Warranty Information

The vendor shall supply a copy of the warranty provisions for the proposed equipment. The vendor shall notify the agency of all software and hardware upgrades, and shall also describe how the Agency will be notified of software and hardware upgrades during and after the warranty period expires, for as long as the contract is in effect.

Section 5. Technical Support

The vendor must provide technical, software, hardware and firmware support. Support must include, but not be limited to, upgrades of firmware, hardware and software. Vendor shall describe terms and conditions of support, and how it is to be provided.

Section 6. Training

The vendor is not required to provide training for the requested equipment. However, the vendor may at its option supply a list of training classes and training rates for those counties that may independently wish to obtain additional training on use of the GPS equipment at the county's expense.

Section 7. Pricing Quotation

The vendor shall submit a firm fixed price based upon the stated specifications and estimated number of units of the requested equipment. To accommodate the potential acquisition of additional units by the counties, pricing shall be effective for one year from contract execution date as indicated in Exhibit 3 'Life of Contract' language of the specifications. Each price is based on an estimated initial quantity of sixty (60) units. Estimated quantities are for bid evaluation purposes only and do not guarantee an actual quantity to be ordered. Vendor shall submit price quotations in the following format.

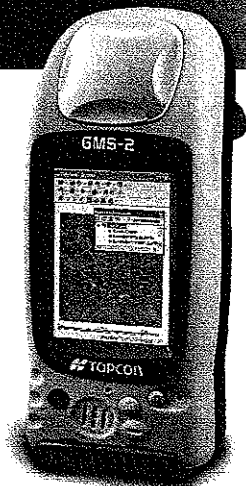
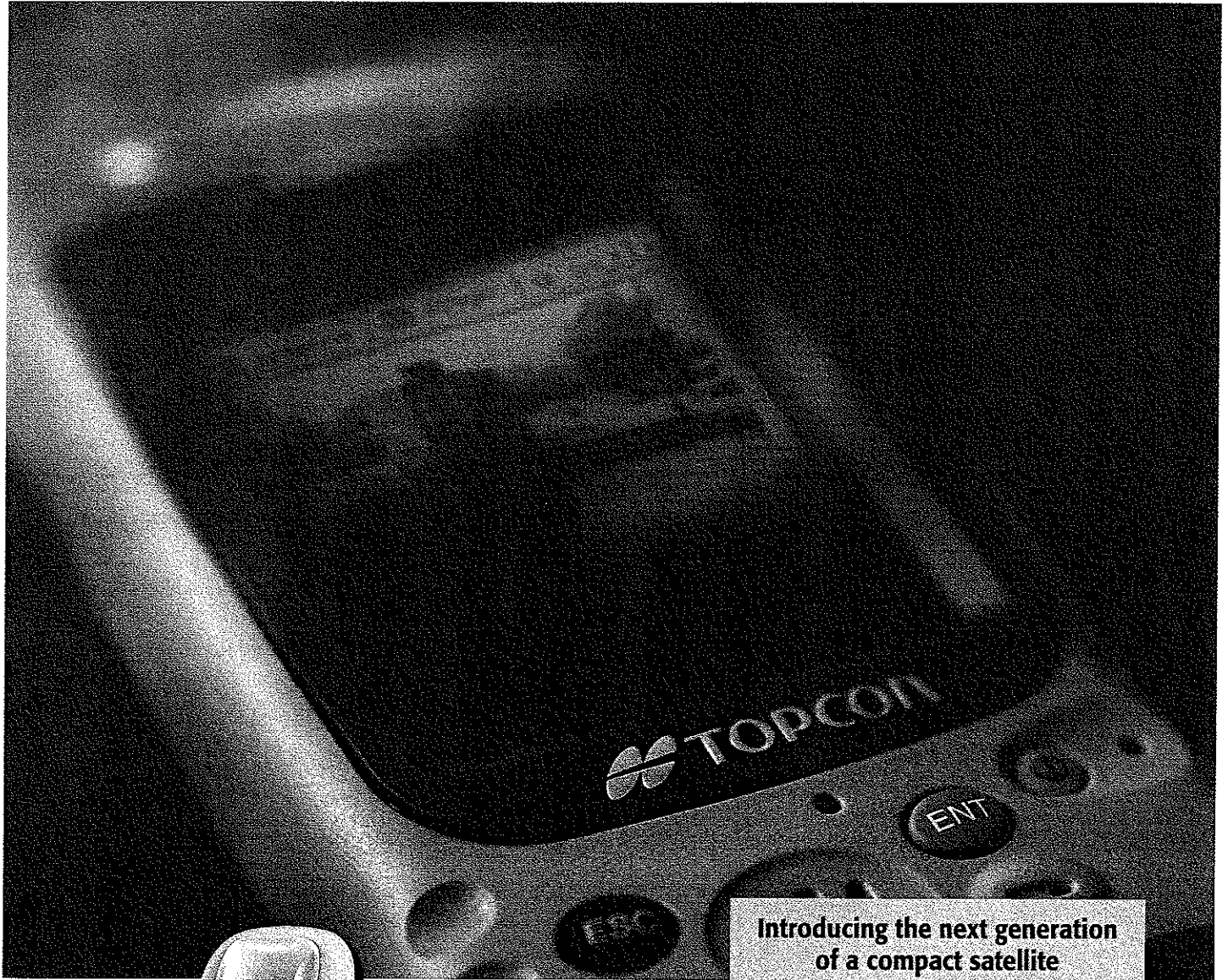
<u>Quantity</u>	<u>Model Number / Desc.*</u>	<u>Price per unit w/freight</u>	<u>Total Price / 60 Units</u>
60	TORCON GMS-2	\$ 2350	\$ 141,000

*Additional information and itemized descriptions should be appended separately to the price quotation (see also Section 2.4).

GMS-2

TOPCON

HAND-HELD GIS MAPPING SYSTEM



**Introducing the next generation
of a compact satellite
positioning receiver**

- DUAL-CONSTELLATION SATELLITE TRACKING
- INTEGRATED DIGITAL CAMERA
- CUSTOMIZED FIELD SOFTWARE
- INTERNAL BLUETOOTH® WIRELESS TECHNOLOGY
- ULTRA SHARP COLOR TFT TOUCH SCREEN

It's time.

Topcon engineers have incorporated our industry leading dual-constellation satellite tracking into a small hand-held GPS receiver, the new GMS-2. This innovative new system provides an integrated digital camera powered by Topcon's revolutionary imaging technology. This powerful combination of dual-constellation satellite performance and digital imaging technology has set a new standard for GIS field mapping.

Powered by Topcon's TPSCORE® GPS chip technology, the GMS-2 provides 50 channel tracking capability, for both GPS+ Glonass satellite systems. The TPSCORE® chip technology also provides dual-purpose signal tracking for either meter-level GIS mapping applications, or single frequency carrier tracking for high accuracy static positioning. With an optional external L1 antenna, the GMS-2 can perform post processed surveying applications for accuracies better than 1 cm.

In addition to post-processing, the GMS-2 can also utilize external correction services for real-time DGPS. The GMS-2 provides access to the WAAS and EGNOS correction services as a standard feature. The GMS-2 can also utilize the optional Topcon BR-1 Coast Guard Beacon Receiver, to correct its raw GPS location for real time location, mapping, and navigation applications. Using its internal Bluetooth® wireless technology, the GMS-2 can be configured to connect to a regional real-time GPS reference station network using a Bluetooth dial-up networking enabled cell phone.

A significant advantage of the GMS-2 is its ability to perform multiple roles. With its Windows CE® operating system, a GMS-2 can run Topcon TopPAD software for advanced GIS data collection and maintenance. TopPAD combines the power of ESRI ArcPad® with special user interface that supports Topcon GPS products. A GMS-2 can also be used as a field controller running the full suite of Topcon's TopSURV software to work with total stations and RTK GPS systems. With the addition of the GIS module for Topcon's TopSurv GPS field software, the GMS-2 can be used as either a stand alone GIS receiver, or part of an integrated survey system, providing flexibility not found in competing systems.



GMS-2
Hand-held GIS Mapping System



Incorporating advanced technology not found in other hand-held GPS units.



Advanced Digital Imaging

- Integrated digital camera
- Collect, store and automatically link digital images as an attributes to GPS coordinate locations
- No additional software needed. Just point and click. It's that easy!



Dual-Constellation Tracking

- Combine the coverage of US GPS system with the Russian Glonass satellite system

More satellites means:

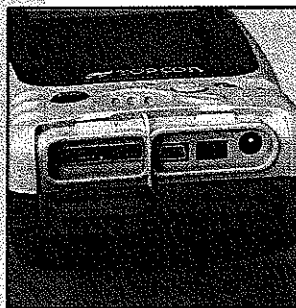
- Better performance in tough, obstructed areas
- Consistently lower DOP values and improved precision



Customized Software

TopPAD - For the advanced GIS professional who demands the functionality of ESRI Mobile GIS software

TopPAD combines the power of ESRI's ArcPad® with a special user interface and hardware support specifically designed for Topcon GIS mapping systems



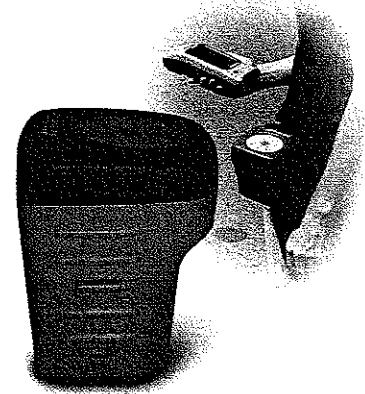
Multiple Device Inputs

Access to a variety of ports:

- SD Memory Slot
- USB Port
- Serial Port
- Power
- Antenna

BR-1 Receiver

The new BR-1 is the companion to the popular GMS-2 mapping/imaging device from Topcon. The BR-1 is designed to relay Coast Guard Beacon corrections wirelessly to the GMS-2 receiver for increased accuracy. Running on common rechargeable batteries to the GMS-2 the BR-1 will provide added flexibility and accuracy to the GMS-2 mapping system.



Setting a new standard for handheld GPS systems, the GMS-2 combines more functionality into one device than ever conceived of before now!



TopPAD Software

TopPAD software is a mobile GIS data collection system. It supports a multi-layer environment with industry-standard vector map and raster image display.

Other primary features include:

- Work in native shapefile formats eliminating the need to convert to a unique field data file format
- Ability to compare data directly to geographic features in the real world adds a deeper sense of reality to the GIS database
- Option to store raw GPS data for post-processing using Topcon Tools GIS office software



GMS-2 standard package includes

- GMS-2 receiver
- Carrying Case
- Rechargeable Li-ion Battery Pack
- USB cable
- Battery charger
- Screen protectors
- Manual
- Stylus Pen
- Topcon Tools GIS post-processing module (optional)



The Leader in Positioning Technology...

Topcon Positioning Systems is the worldwide leading developer and manufacturer of precision positioning equipment and offers the widest selection of innovative precision GPS systems, laser, optical surveying, and machine control products.

From open-field construction projects to isolated surveying sites and from rolling farmland to inner city utility projects, Topcon Positioning Systems creates innovative technology solutions that give a decidedly competitive edge to end-users.

Recognized as the innovative trend-setter in its industry, Topcon has focused on developing an array of integrated positioning and automation technologies to meet the constantly changing demands facing GIS, construction, surveying, agriculture, utilities and law enforcement professionals worldwide. We look forward to building solutions that solve your data collection project challenges today and in the future.



Topcon Positioning Systems, Inc.
7400 National Drive
Livermore, CA 94551
www.topconpositioning.com



Specifications subject to change without notice

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Specifications

Number of Channels	50 GPS + Glonass L1 tracking
DGPS Accuracy	50cm HRMS
L1 Static Function	H: RMS 3mm + 0.8ppm V: RMS 4mm + 1.0ppm
L1 PP Kinematic Function	H: RMS 10mm + 1.0ppm V: RMS 15mm + 1.0ppm
WAAS/EGNOS	Yes
CORS Beacon	Yes with BR-1
Internal Memory	SDRAM 128 MB Flash 256 MB
Processor/Operating System	520 MHz Intel PXA270 Bulverde/ Microsoft Windows CE 5.0
Onboard Software	TopPAD or TopSURV-GIS
Office Software (post processing)	Topcon Tools GIS
Display	3.5" 240 x 320 color QVGA w/ touch screen
Input/Output	Bluetooth, USB, Serial, ANT, and Power
Battery Life	7 hrs while in GPS mode
Battery Type	Li-Ion battery, Rechargeable/Replaceable
Dimensions	7.76" x 3.54" x 1.81" (197 x 90 x 46mm)
Weight	0.7kg
Environmental	IP66, 1 meter drop -20° to 50°C Operating Temperature -10° to 50°C Operating with camera -30° to 60°C Storage Temperature

Other GIS/Mapping Solutions

GMS-110 - Multi-purpose GIS Mapping System

The new Topcon GMS-110 system is designed to provide a compact, rugged GIS Mapping solution that incorporates all of the primary position correction services—Beacon, WAAS, EGNOS, and OmniSTAR®-VBS. Utilizing Topcon's integrated system design and Bluetooth® wireless technology, the GMS-110 brings the versatility of a backpack GIS solution without the mess of a bunch of external cables and components.

GMS-200 - Precision GIS Mapping System

Topcon's new GMS-200 precision GIS mapping solution is designed to give you a choice of all accuracy levels for GIS data collection in real-time: sub-meter, sub-foot and sub-centimeter. By combining Topcon's TopPAD software with a precision GPS receiver, the GMS-200 allows you to literally take your GIS layers into the field for accurate and efficient data collection and maintenance. From natural resource mapping to building and maintaining spatial databases for large utility mapping applications, the GMS-200 is no ordinary GIS package.

Your local Authorized Topcon dealer is:

ESRI, ArcPad are registered trademarks of ESRI in the United States, the European Community, or certain other jurisdictions.

AFFIDAVIT

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: CARON EAST, INC.
Authorized Signature: Christopher W. [Signature] Date: May 9, 2007

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Rev. 5/94

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: Caron East, Inc.

Signed: [Signature]

Title: Sales Rep

Date: May 9, 2007